

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RE:) CASE NO. 22-13634
PETER GIANNAKARIS) JUDGE: TIMOTHY A. BARNES

AGREED REPAYMENT AND DEFAULT ORDER

THIS CAUSE COMING TO BE HEARD on the Motion of PennyMac Loan Services, LLC, the mortgagee on the property located at 1300 Mulberry, Mount Prospect, IL 60056, the Court having jurisdiction and being duly advised in the premises, and due notice having been given;

IT IS HEREBY ORDERED:

1. The Debtor acknowledges a default to PennyMac Loan Services, LLC of \$6,113.78 to and including May 2023, after crediting the tender of payments made to and including May 4, 2023. The default is calculated as follows:

February 2023 to and including May 2023 = 4 @ \$2,587.89	\$10,351.56
Recoverable bankruptcy fees and costs	\$938.00
Less funds previously tendered	(\$3,588.13)
Less funds in suspense	(\$1,587.65)
Total default amount remaining	\$6,113.78

The Debtor shall tender the following payments on or before the following dates:

On or before	June 15, 2023	One post-petition mortgage payment +	\$1,018.98
On or before	July 15, 2023	One post-petition mortgage payment +	\$1,018.96
On or before	August 15, 2023	One post-petition mortgage payment +	\$1,018.96
On or before	September 15, 2023	One post-petition mortgage payment +	\$1,018.96
On or before	October 15, 2023	One post-petition mortgage payment +	\$1,018.96
On or before	November 15, 2023	One post-petition mortgage payment +	\$1,018.96

2. The current post petition mortgage payment is \$2,587.89, and may change due to adjustable interest rates, escrow requirements, or other similar matters as applicable.

3. Payments must be made payable to PennyMac Loan Services, LLC, in the form of money orders, certified checks, or cashier's checks and sent to: P.O. Box 2410, Moorpark, CA, 93020.
4. If the Debtor fails to make any payment to PennyMac Loan Services, LLC under paragraph #1, the Automatic Stay and Co-Debtor Stay as to co-debtor, Laura Giannakaris, will be modified so as to not restrain PennyMac Loan Services, LLC, if upon notice to the Debtor, Co-Debtor, and the Debtor's attorney, the asserted default is not fully cured, and proof of cure received by PennyMac Loan Services, LLC's attorneys, McCalla Raymer Pierce, LLC, 1 N. Dearborn St. Suite 1200, Chicago, IL 60602, within 14 days from the date notice is sent.
5. If the Stay is modified under paragraph 4 of this Order, counsel for PennyMac Loan Services, LLC shall file with the court a Notice of Stay Termination and provide notice to the Debtor, Co-Debtor, Debtor's attorney, and the Trustee. The stay in Rule 4001(a)(3) does not apply to the Notice of Stay Termination.

Dated: 06.07.2023

Entered: 

Bankruptcy Judge Timothy A. Barnes

McCalla Raymer Leibert Pierce, LLC
1 N. Dearborn Suite 1200
Chicago, IL 60602